



**COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM**

To: Department of Parks, Recreation & Forestry

From: Jamie Kucewicz, Buyer

Date: 7/28/14

Subject: GENERAL CONSTRUCTION MAINTENANCE CONTRACT

Bid No.: 212290-002

Effective Dates: Extended through August 31, 2016

Vendor #: 135790

Vendor: S.M. HAYES, LLC
174 Anderson Place
Buffalo, NY 14222

Telephone: 716-955-9273

Contact: Jeff Hayes

Pricing: 8.5% overhead and profit



COUNTY OF ERIE

MARK C. POLONCARZ

COUNTY EXECUTIVE

DIVISION OF PURCHASE

VALLIE M. FERRARACCIO
DIRECTOR

June 19, 2014

S.M. Hayes, LLC
174 Anderson Place
Buffalo, NY 14222
Attn: Jeff Hayes

Re: Bid #212290-002 – “General Construction Maintenance Contract”

Dear Mr. Hayes:

The County of Erie wishes to extend this agreement for an additional two-year period through August 31, 2016 under the same prices, terms and conditions as the original agreement.

Extension is provided for per paragraph 26, Page 5 of 6 of the bid specifications. This offer is for your immediate consideration and acceptance. **Please respond within seven days upon receipt of this request**, indicating whether you agree to extend or do not wish to extend.

If you do wish to extend the contract, please provide a current insurance certificate, with the certificate holder listed as County of Erie, 95 Franklin Street, Buffalo, NY 14202. The County requires General, Auto and Excess Liability coverage and needs to be listed as “Additional Insured” on those policies. A Worker's Compensation & Employer's Liability Certificate must also be provided, and must be on one of the NYS Comp Board forms C105.2, U26.3 or SI-2.

After approval and execution by the County, a fully signed copy will be returned to you for your files.

☒ Yes, I agree to extend ☐ No, I do not wish to extend

Company Name: SM HAYES LLC

Representative (Please print): JEFFREY B. HAYES Title: Member

Signature: [Signature] Date: 6-23-14

Sincerely,

[Signature]
James D. Kucewicz
Buyer

[Signature]
Vallie M. Ferraraccio
Director of Purchase

6/25/2014
DATE



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the 24th DAY of AUGUST 2012

by and between: S M HAYES, LLC

of: 174 ANDERSON PLACE, BUFFALO, NY 14222

herein after referred to as the Contractor, and the County of Erie, a municipal corporation of the State of New York, hereinafter referred to as the County:

WHEREAS, in accordance with public open competitive bidding, sealed proposals were received and publicly opened by the County of Erie, Division of Purchase

on AUGUST 13, 2012 at 3PM

for: GENERAL CONSTRUCTION MAINTENANCE CONTRACT

WHEREAS, the bid of the Contractor submitted in accordance therewith, the sum

of: EIGHT.FIVE PERCENT (8.5%)

was the lowest responsible bid submitted; and

WHEREAS, a contract is hereby awarded to the Contractor by the County, in accordance with the provisions therein contained; and

WHEREAS, the Notice to Bidders and Specifications make provisions for entering into a proper and suitable contract in connection therewith;

NOW, therefore, the Contractor does hereby for its heirs, executors, administrators and successors agree with the County of Erie that, the Contractor shall for the consideration mentioned, and in the manner set forth in Accepted Invitation to Bid No. 212290-002, Specifications and Provisions of Law annexed hereto and forming a part of this contract, furnish the equipment and materials and perform the work and services described in the Accepted Bid for the above sum.

_____ Paid monthly upon presentation of invoices.

_____ XXX _____ Upon delivery, completion and approval of the work, as per specifications.

Please refer to the Invitation to Bid (Page 1) and the Instructions to Bidders which are part of this agreement.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY OF ERIE

Contractor: S M HAYES, LLC

by _____

Director of Purchase

by _____

Title

APPROVED AS TO FORM

Assistant County Attorney
County of Erie, New York

8/28/12

(date)

Document No.: 12-679-Pu



COUNTY OF ERIE
MARK C. POLONCARZ
COUNTY EXECUTIVE
DIVISION OF PURCHASE
INVITATION TO BID

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

County of Erie
Division of Purchase
Attention: CHARLES SAXE, BUYER (716) 858-6336
95 Franklin Street, Room 1254
Buffalo, New York 14202-3967

NOTE: Lower left hand corner of envelope MUST indicate the following:

BID NUMBER: 212290-002

OPENING DATE: AUGUST 13, 2012 TIME: 3PM

FOR: GENERAL CONSTRUCTION MAINTENANCE CONTRACT

NAME OF BIDDER: SM HAYES LLC, 174 ANDERSON PLACE
BUFFALO NY 14222

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

- X EXHIBIT "A" - Assignment of Public Contracts
- X EXHIBIT "B" - Purchases by Other Local Governments or Special Districts
- X EXHIBIT "C" - Construction/Reconstruction Contracts
- EXHIBIT "D" - Bid Bond (Formal Bid)
- N/A EXHIBIT "E" - Bid Bond (Informal Bid)
- X EXHIBIT "F" - Standard Agreement
- X EXHIBIT "G" - Non-Collusive Bidding Certification
- X EXHIBIT "H" - MBE/ WBE Commitment
- X EXHIBIT "IC" - Insurance CLASSIFICATION "A"
- EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
- EXHIBIT "Q" - Confined Space Program Certification

(Rev. 1/00)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6336

Qualifications-(company information PROJECT EXPERIENCE

County of Erie
DIVISION OF PURCHASE
NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 13 day of August, 20 12

TERMS _____ DELIVERY DATE AT DESTINATION 95 Franklin Street

FIRM NAME SM Hayes LLC

ADDRESS 174 Anderson Place

BUFFALO NY ZIP 14222

AUTHORIZED SIGNATURE [Signature]

TYPED NAME OF AUTHORIZED SIGNATURE

TITLE Jeff Hayes, Member TELEPHONE NO. 716-955-9273

County of Erie

DIVISION OF PURCHASE

BID SPECIFICATIONS

BID NO. 212290-002

Address: County of Erie
All County Park locations
listed on Page 2A.

Ship Via: N/A

Date Required at Destination: AS NEEDED

ITEM NO.	QUAN-TITY	UM	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
1			The County of Erie Department of Parks and Recreation is soliciting bids		
			for a two year contract for a General Construction Maintenance		
			Contract commencing September 1, 2012 through August 31, 2014.		
			This will be for work required at all County of Erie Park locations on a		
			"as needed" basis for various structures, but not limited to, such as:		
			Reservable Shelters and Buildings, Comfort Stations and Maintenance		
			and Storage Buildings. You will bid your percentage of profit over		
			prevailing wage hourly labor rates not to exceed 15%, including all		
			all benefits and fringes, and cost of materials. Award will be based		
			on the lowest percentage of profit and evaluation of Questionnaire.		
			Required work and skill sets, park locations and other		
			requirements are listed on Page 2A.	8.5%	
			This is a New York State prevailing wage job. Please refer to		
			PRC #2012005562.		

NOTE: Bid results cannot be given over the phone. All requests
for bid results should be submitted in writing or faxed to:

ERIE COUNTY DIVISION OF PURCHASE
Freedom of Information Officer
95 Franklin Street, Rm. 1254
Buffalo, NY 14202
FAX #: 716/858-6465

PERCENTAGE OF PROFIT OVER PREVAILING WAGE
HOURLY LABOR RATES NOT TO EXCEED 15%,
INCLUDING BENEFITS AND FRINGES, AND COST OF ALL
MATERIALS IS 8.5 %

NAME OF BIDDER SM Hayes Construction Management Services

(Rev. 9/95)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6336

Required Work and Skill sets, Park locations and Requirements.

Required work and skill sets. The successful bidder will be required to provide all of the following services:

carpentry, electrical, plumbing, roofing, siding, concrete, masonry & stone work, drywall, painting, overhead doors & controls, lighting, doors & windows, gutters & leaders and tile work.

Erie County Park locations:

AKRON FALLS PARK
44 PARKVIEW ROAD
AKRON, NY 14001

CHESTNUT RIDGE PARK
6121 CHESTNUT RIDGE ROAD
ORCHARD PARK, NY 14127

COMO LAKE PARK
2220 COMO PARK BLVD.
LANCASTER, NY 14086

ELLCOTT CREEK PARK
1 ELLICOTT CREEK DRIVE
TONAWANDA, NY 14150

ELMA MEADOWS PARK
1711 GIRDLE ROAD
ELMA, NY 14059

EMERY PARK
2084 EMERY ROAD
SOUTH WALES, NY 14139

GROVER CLEVELAND GOLF
3781 MAIN STREET
AMHERST, NY 14226

ISLEVIEW PARK
796 NIAGARA STREET
TONAWANDA, NY 14150

SPRAGUE BROOK PARK
9674 FOOTE ROAD
GLENWOOD, NY 14069

WENDT BEACH
7676 OLD LAKE SHORE ROAD
DERBY, NY 14047

BENNETT BEACH
8276 OLD LAKE SHORE
ANGOLA, NY 14006

BUREAU OF FORESTRY
11929 WARNER GULF ROAD
EAST CONCORD, NY 14055

Requirements:

Your company must complete the enclosed "Experience Questionnaire" found on pages EQ-1 thru EQ-6 and return with your bid.

You must be a licensed General Contractor and have at least 5 years of business and construction experience to qualify.

The successful bidder, when submitting your company invoice for payment, must also provide a breakdown by trade the number of labor hours for completing the job and also submit all supplier invoices showing itemized material purchases by quantity and cost. All invoices may be subject to County audit and all invoices shall be submitted at the time that each project is completed.

Once contacted, the successful bidder must be able to meet on location at the site of work to be done within (5) work days to discuss the scope of work. Once the County provides confirmation to begin the work, vendor must be able to start the work within (10) work days. Should these terms and conditions not be met, or, the winning bidder cannot meet the workload, the County then reserves the right to award to the next lowest responsive bidder.

Projects will be subject to available funds. Scope of work is estimated at an aggregate amount of \$300,000.00.

EXPERIENCE QUESTIONNAIRE

Name of Project: General construction maintenance contractSubmitted by: SMI Hayes, LLC.

- ☒ Corporation
☐ Co-partnership
☐ An Individual
☐ Joint Venture

Principal Office: _____

Telephone #: 716-955-9273FAX #: 716-235-2610

The Signatory of this questionnaire guarantees the truth and accuracy of all statements and of all statements and of all answers to interrogatories hereinafter made.

- How many years has your organization been in business as a contractor under your present business name? 3 years
- How many years experience in 25 construction work has your organization had:
 - As a Contractor ☒
 - As a Sub-Contractor _____
- What projects have your organization completed in the last five years?

Contract Amount	Class of Work	Date Completed	Name & Address of Owner
\$161,000	GC/Repair Falling Parapet	Aug 2012	Wentz CF 3040 Wentz Rd, Milan.
\$240,000	GC/masonry work; Bldg Addition	2011	Erie County Hwy Dept. 123 Cemetery
\$150,000	GC/Renovations at Fire Hall	July 2012	Spring Brook Fire Dist. No 1 70 Penn Lane, Lake Erie
\$45,000	GC/Renovations at Food Processing Plant	2011	Insight Packaging 425 Cambridge Rd, Rt. 50
\$135,000	GC/Debris Removal and Apt Renovation	2011	425 Delaware Ave., Cheektowaga, NY

- List the Names and Addresses of Officers and/or Partners of the organization:

Melinda R Hayes 174 Anderson Place, Buffalo, NY 14222
Kevin B Hayes 174 Anderson Place, Buffalo, NY 14222

*Attach Additional Sheets as necessary

* please see attached
 Qualification sheet

5. Have you ever failed to complete any work awarded to you? NO

If so, provide the name of the project, the date of the project, if the failure was as a subcontractor, the name of the prime contractor and the reasons for the failure to complete the work.

N/A

6. Has any Officer or Partner of your organization ever been an Officer or Partner of some other organization that failed to complete a construction contract? NO If so, state the name of the individual, the other organization and the reason therefore.

N/A

7. Has this organization or any of its directors, officers, partners or owners:

a. Been convicted of any business-related conduct constituting a crime under State or Federal law? NO If yes, provide dates and details

b. Been debarred, suspended or in any way prohibited from bidding on government contracts? NO If yes, provide dates and details

c. Had any of its bids been rejected on the grounds that they were not a responsible bidder? NO If yes, provide dates and details

d. Been determined to be in violation of any State or Federal Labor Law or regulation, including OSHA violations? NO If yes, provide dates and detail.

e. Had its DBE, MBE, or WBE certification revoked? NO If yes, provide dates and details.

f. Had a Bid rejected on any competitively bid contract for failure to meet statutory affirmative action, MBE or WBE requirements? NO If yes, provide dates and details

g. Been determined to be in violation of Federal or State environmental laws in conjunction with any construction project? NO. If yes, provide dates and details.

8. Has any Officer or Partner of your organization ever failed to complete a construction contract in his own name? NO If so, state name of the individual, name of Owner, and reason therefore.

N/A

9. Does your firm have a financial interest in any other business? NO If yes, state the firm's name and address.

N/A

10. List those projects upon which your firm will be actively engaged at the time bids are received for this project. Please provide the name and address of the Owner, the Architect/Engineer, the approximate contract amount and the approximate percentage of completion of your firm's work (as of the date of this project Bid opening):

Name & Address of Owner	Contract Amount	Percent of Work Completed
Kate and Germ Weeks 1924 Hawley Rd, G.I., NY 14072	\$ 100,000	95% complete
John BrodRuehrer : Martha Donnelly 1647 Williams St, G.I., NY 14072	\$ 325,000	10% complete

11. List equipment and describe facilities, which your firm has now or will have available to begin and complete the work to be performed under the contract.

min equipment needed for job/project completion.

12. What proportion of the work will be performed by your firm with your own work force?

25-50%

13. In the last five years have liquidated damages, penalties, liens, defaults or cancellations been imposed or filed against your firm on any project? NO If so please list those projects:

N/A

14. Within the last two years, has your firm been the lowest bidder in a competitive bidding and not been awarded the contract? NO If so, list the project name and give reasons why contract was not awarded to you:

N/A

15. Within the past five years, have there been any contracts performed by your firm on which the final payment has been the subject of litigation? NO If so, list the names of the projects involved:

N/A

16. List Corporations or Individuals for whom your firm has performed work and the person who should be contacted for references:

Dr. James Hoddick @ 716-1692-4242

17. List Municipalities for whom your firm has performed work and the person who should be contacted for references:

Spring Brook Fire District

Charles Bethge, Fire Commissioner @ 716-1652-2670

18. List Counties for whom your firm has performed work and the person who should be contacted for references:

Erie County

Gerald Mallon, Construction Inspector, E.C. @ 716-858-4782

19. List State Bureaus or Departments for whom your firm has performed work and the person who should be contacted for references:

Office of General Services

Mike Mastipak, Building Construction Program Manager
@ 716-913-0825

20. Has your firm performed work for the Federal Government? NO If so, please list the projects and the person who should be contacted for references:

NONE

21. What is the construction experience of all principal individuals of your firm? Please include: the Principal's Name, Current Position in the firm, Number of years of actual construction experience, Type and magnitude of Work:

See Attached Qualifications

22. Has your firm filed performance record reports with the Bureau of Contract Information, Inc., Washington, D.C.? NO

23. Is any principal of the firm or any member of his immediate family employed by the County of Erie? NO

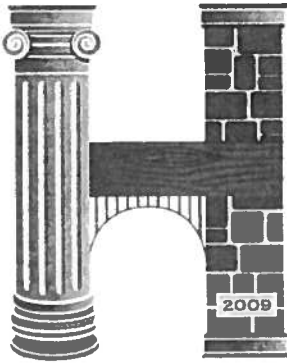
If yes, what Department? N/A

Name of County Employee? N/A

24. Attach to the completed Experience Questionnaire a copy of the Letter Issued by the New York State Department of Labor certifying the bidders Apprenticeship Program. NONE

PER CHARLES SAXE THIS IS NOT REQUIRED

25. The above information and such other information as the Owner may request or obtain will be used by the Owner in determining the reliability and responsibility of the bidder.



SM HAYES, LLC

CONSTRUCTION SERVICES

Bridging Relationships

174 ANDERSON PL
BUFFALO, NY 14222

P. 716.955.9273

F. 716.881.5623

JEFF@HAYESBUILD.COM

HAYESBUILD.COM

GENERAL
CONSTRUCTION

CONSTRUCTION
MANAGEMENT

OWNER ADVISORY
SERVICES

DESIGN BUILD &
DEVELOPMENT SERVICES

EXPERIENCE IN

INDUSTRIAL
MEDICAL/HEALTH CARE

OFFICE

RETAIL

FOOD SERVICE

WORSHIP

EDUCATIONAL

MULTI-UNIT HOUSING

SINGLE FAMILY HOMES

NEW CONSTRUCTION

RENOVATIONS

SM Hayes was founded in 2009 under the principle of providing high level services coupled with the personal approach of daily owner involvement.

Jeffrey B. Hayes, Managing Partner

Jeff has twenty three years of experience dedicated to commercial and residential construction and project management. He holds a Bachelor of Science in Business Administration from Niagara University where he concentrated in Management and Computer Information Systems.

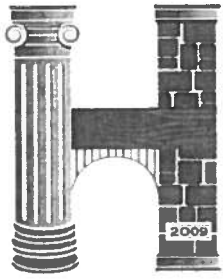
In 1988, Jeff entered construction with a focus on residential real estate. In the early nineties, Jeff moved from the residential market to commercial and worked at the Ciminelli Companies as an Estimator, Project Engineer and Project Manager. In recent years, he spent over a decade with Uniland Development Company, where his average project was valued at over \$5 million. The past few years, he has gained experience with smaller construction organizations. All of this time has provided the foundation needed to follow the dream of being an independent construction services firm.

Mindy Hayes, Managing Partner

Mindy oversees day-to-day operations and finances for SM Hayes. Mindy has twenty years of operations and project management experience. Mindy holds a Master's of Business Administration from Canisius College, Wehle School of Business where she concentrated in Finance and MIS as well as a Bachelor of Science in Business Administration from The State University of New York at Buffalo where she focused in Financial Analysis and Marketing.

General Construction projects recently completed or underway as of 2011, 2012

- ✦ **432 Delaware Ave / Tonawanda NY** : Renovation of Dental office and complete remodeling of 2500 square foot ADA compliant apartment; valued at \$225,000
- ✦ **Insight Packaging LLC 425 Cayuga Road Cheektowaga NY**: Interior renovations of food processing and packing processing plant; valued at \$185,000
- ✦ **Lancaster Maintenance Facility Building #1 Addition 123 Cemetery Road Lancaster NY**, For Country of Eire: Addition and alterations to 40,000 sf maintenance facility valued at \$290,000
 - **Exceeded MBE/WBE requirements**
- ✦ **Masonry Restoration Wende Correctional Facility**, For New York State Office of General Services: Masonry and associated work for the restoration of maintenance facility valued at \$161,000
 - **Exceeded MBE/WBE requirements**
- ✦ **Spring Brook Fire District No.1 Interior Renovations 70 Pound Road Spring Brook NY**: Complete interior build out of community room, and meeting spaces, valued at \$175,000
- ✦ **1924 Harvey Road Grand Island, NY 14072** Design Build addition onto and existing residential home; valued at \$125,000
- ✦ **647 Williams street Grand Island, NY 14072**, Design build new residential home valued at \$325,000.00



SM HAYES, LLC

CONSTRUCTION SERVICES

Constructions Management project underway as of 2012

- ⊕ **Hager Lofts Hager Lofts 456 Michigan Avenue Buffalo:** 36 Residential unit Historic renovation of an existing 3 story building. Project valued at \$5.5 million
- ⊕ **Providence Housing and Development Corporation:** Project oversight/ Owner advisory services for renovation of three existing apartment building. Project valued at \$300,000

Commercial Building Construction

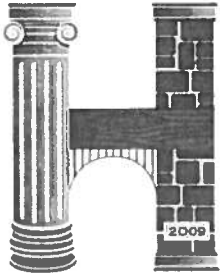
- ⊕ **200 Delaware Avenue/Avant:** Phase 1 asbestos abatement/renovation project, valued at \$20 million, the phase included the entire demolition and exterior skin removal of the former 15 story Dulski Federal building
- ⊕ **285 Delaware Avenue:** 5 story office facility valued at \$22 million including interior build out for M&T Bank and Conestoga Rover and Associates
- ⊕ **6400 Sheridan drive:** 4 story class A 115,000 square office facility valued at \$7.5 million including the interior build out of:
 - One Beacon Insurance, 35,000 square foot class A office build out to include redundant power systems and state of the art computer room
 - Homeland Security 10,000 square foot high security office build out to include integration areas and workout facility
- ⊕ **385 Crosspoint Parkway:** 36,000 square foot office warehouse facility valued at \$1.2 million including the interior build out of Lesco,
- ⊕ **425 Crosspoint Parkway:** 36,000 square foot office warehouse facility valued at \$1 million including the interior build out of Spinney Beck Leather
- ⊕ **115 Lawrence Bell Drive:** 10 acre 57,000 square foot office building valued at \$1.5 million including the interior build out of NAFS collections service, National Fuel Resources and ADT Security System
- ⊕ **165 Lawrence Bell Drive:** 10 acre 57,000 square foot office building valued at \$1.2 million including the interior build out of Sedexo Financial Services
- ⊕ **3332 Walden Avenue:** 12 acre 45,000 square foot office warehouse valued at \$1.3 million for Progressive insurance and GE capital

Industrial and Medical Facilities

- ⊕ **Roswell Park MRI Expansion:** 8000 square foot second floor addition over and existing and operational hospital facility valued at \$ 2.2 million
- ⊕ **Atto Technologies/155 Crosspoint Parkway:** 45,000 square foot office research facility valued at \$3.5 million
- ⊕ **Roswell Park Cancer Institute, New Main Hospital:** Interior Contract valued at \$11 million, Masonry Contract valued at \$8 million

Financial Facilities

- ⊕ **M&T Bank/ 285 Delaware Avenue:** 2 Story 15,000 square foot valued at \$2.5 million
- ⊕ **Bank of America/475 Crosspoint Parkway:** 15 acre 132,000 square foot office building valued at \$7.5 million



SM HAYES, LLC

CONSTRUCTION SERVICES

Education Facilities

- ✦ *Edison Charter School/2303 Kenmore Avenue:* 75,000 square foot, three story, K thru 8 grammar school valued at \$6.5 million
- ✦ *Edukids/600 CrossPoint Parkway:* 7750 square foot daycare facility valued at \$800,000
- ✦ *Charter School for Applied Technologies High School:* 65,000 square feet valued at \$5.5 million including gymnasium and cafeteria.
- ✦ *Charter School for Applied Technologies High School:* construction of a 8500 square foot classroom addition valued at \$2.8 million
- ✦ *Multiple renovation project at Holy Angles Academy:* renovation to locker rooms and science labs
- ✦ *Bryant and Stratton/Hazelwood Campus:* Interior construction of a 35,000 square foot college level class room space valued at \$3.5 million

Residential Facilities

- ✦ *Nelson Hopkins Apartments:* 2 story/24 unit residential special needs apartment complex valued at \$3.2 million
- ✦ *Deer Lakes Apartments:* Four 2 story buildings with 32 luxury one and two bed room apartments valued at \$3.8 million

Religious Facilities

- ✦ *The Chapel at Crosspoint,* 127,000 square foot worship facility valued at \$16.5 million to include a 2,400 seat sanctuary, daycare facility, administration, and complete kitchen

Restaurant and Banquet Facilities

- ✦ *1717 Walden Avenue building shell,* 15,000 square foot facility for Chipotle Mexican Grill and Aspen Dental valued at \$950,000
- ✦ *Atlanta Breads,* 10,000 square foot building shell valued at \$800,000
- ✦ *Kitchen Addition:* Charter School for Applied Technologies High School and Lower, two separate project with a total construction valued at \$2.5 million

Site Development

- ✦ *Sheridan Meadows North infrastructure:* 15 acre site work project, utility relocation and infrastructure set up valued at \$2.5 million

Sports Facilities

- ✦ *Buffalo Bills Practice Facility:* served as project engineer for the pre-manufactured building valued at \$15 million

Miscellaneous Projects

In a five year span between 1996 and 2001 constructed over 125 separate projects with a total over 1.3 million square feet and close to \$30 million,

Awards and Recognition

- ✦ Received Business First "Brick by Brick" award in 2004, 6400 Sheridan Drive
- ✦ Received the National Association of Industrial and Office Properties Award in 2003 for New Office Building, award for 6400 Sheridan Drive
- ✦ Received the National Association of Industrial and Office Properties Award in 2001 for Renovation and Re-Use, Charter School for Applied Technologies

County of Erie
DIVISION OF PURCHASE
INSTRUCTIONS TO BIDDERS (FORMAL)

1. BID SHALL BE SUBMITTED ON THESE COUNTY OF ERIE BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received in the Erie County Division of Purchase after the date and time prescribed will not be considered for contract award.
3. EMERGENCY CLOSINGS. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Purchase control, only bids received in the Division of Purchase prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
4. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.
5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The County does not obligate itself to accept the lowest or any other proposal.
6. AWARD TO THE LOWEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Division of Purchase, to present information and documentation to the Division of Purchase, to satisfy the County that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.
7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
8. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:

IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.
9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the County of Erie to recover damages.
10. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.
11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
12. NO TAXES ARE TO BE BILLED TO THE COUNTY. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.
13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body which may apply to its performance under this contract.

County of Erie
DIVISION OF PURCHASE

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14. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The County may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any County official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The County may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. INSURANCE shall be procured by the Successful Bidder before commencing work, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in Exhibit IC, unless otherwise stipulated in these Bid Specifications. IF THE INSURANCE IS NOT PROVIDED IN ACCEPTABLE FORM WITHIN THIS PERIOD OF TIME, THEN THE DIRECTOR OF PURCHASE MAY DECLARE THE VENDOR NONRESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOW RESPONSIBLE BIDDER.

CERTIFICATES OF INSURANCE shall be furnished by the successful bidder on Erie County Standard Insurance Certificate, Exhibit IC.

16. ANY CASH DISCOUNT which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. The County will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. CHANGES IN THE WORK. The County may, as the need arises, through the Director of Purchase, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and County through the Director of Purchase.

18. BID OFFERING MATERIAL OTHER THAN THAT OF SPECIFIED MANUFACTURER OR TRADE NAME will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

19. IF MATERIAL OR SERVICES OTHER THAN THOSE SPECIFIED IN THIS BID DOCUMENT ARE OFFERED, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

- (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Division of Purchase, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.
- (b) Descriptive literature of item offered, for evaluation.
- (c) List of installations in Erie County of the item offered.
- (d) List of other installations.

20. ANY ADDITIONAL INFORMATION for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

21. WORKMANSHIP MUST MEET WITH THE APPROVAL OF THE DEPARTMENT HEAD(S) INVOLVED, AND SHALL BE FIRST CLASS in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.

22. CONTRACTOR SHALL CLEAN UP and remove all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.

County of Erie DIVISION OF PURCHASE

23. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Division of Purchase. Upon withdrawal of the bid pursuant to this paragraph, the Division of Purchase will forthwith return the bidder's security deposit.

24. PRICES CHARGED TO THE COUNTY OF ERIE are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.

25. PRICE IS FIRM. The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

26. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the County's requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the County. All extensions shall be submitted in writing and shall have prior approval by the County of Erie, Director of Purchase.

27. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

28. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.

29. TERMINATION OF CONTRACT:

a. At its option, the County may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.

b. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

30. THE SUCCESSFUL BIDDER TO WHOM THE BID IS AWARDED SHALL INDEMNIFY AND HOLD HARMLESS the County of Erie and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

31. STATUS AS AN INDEPENDENT CONTRACTOR. The successful Bidder to whom the bid is awarded and the County agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

32. GOVERNED BY NEW YORK LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

(Rev 04/09)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6336

County of Erie

DIVISION OF PURCHASE

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME SM Hayes, LLC

ADDRESS OF PRINCIPAL OFFICE STREET 174 Anderson Place

CITY BUFFALO

AREA CODE 716 PHONE 955-9273 STATE NY ZIP 14222

Check one: CORPORATION ☐ PARTNERSHIP ☐ INDIVIDUAL ☐

☒ LLC (Limited liability corporation)
INCORPORATED UNDER THE LAWS OF THE STATE OF _____

If foreign corporation, state if authorized to do business in the State of New York:

YES ☐ NO ☐

TRADE NAMES: General Contractor

ADDRESS OF LOCAL OFFICE STREET 174 Anderson Place

CITY BUFFALO

AREA CODE 716 PHONE 955-9273 STATE NY ZIP 14222

NAMES AND ADDRESSES OF PARTNERS:

Melinda Hayes 174 Anderson Place, Buffalo, NY 14222

Jeffrey Hayes 174 Anderson Place, Buffalo, NY 14222



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Erie County Director of Purchase.

(Rev. 12/01/93)



COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE
DIVISION OF PURCHASE

PURCHASES BY OTHER LOCAL GOVERNMENTS OR SPECIAL DISTRICTS

The Erie County Legislature has adopted the following resolution for the purpose of allowing the following-named local governmental or school districts to make purchases through the County bidding procedures.

Under the following conditions, the Director of Purchase may make purchasing services available to the following 88 participants:

1. When in the opinion of the Director of Purchase it will not create any burden or hardship upon the County and the anticipated prices will not be adversely affected thereby, the Director is authorized when he deems appropriate and as may be requested by the participants to provide in any particular County bid specification that the participants in Erie County shall have the right to make purchases based upon the bids received by the County.
2. The County Purchase Director, within the limits of his time and manpower, shall disseminate relevant contract information to the participants.
3. The participants in County contracts will issue purchase orders directly to vendors within the specified contract period referencing the County contract involved and be liable for any payments due on such purchase orders.

Bidders shall take notice that as a condition of the award of a County contract pursuant to these specifications, the successful bidder agrees to accept the award of a similar contract with any of the participants in Erie County if called upon to do so. The County, however, will not be responsible for any debts incurred by participants pursuant to this or any other agreement.

Necessary deviations from the County's specifications in the award of a participant's contract, particularly as such deviations may relate to quantities or delivery point, shall be a matter to be resolved between the successful bidder and participants. All inquiries regarding prospective contracts shall be directed to the attention of:

AKRON CENTRAL SCHOOL DISTRICT, District Clerk, 47 Bloomingdale Ave., Akron, NY 14001
AKRON VILLAGE OF, Clerk-Treasurer, 21 Main St., Akron, NY 14001
ALDEN CENTRAL SCHOOL DISTRICT, District Clerk, 13190 Park St., Alden, NY 14004
ALDEN TOWN OF, Town Clerk, Town Hall, 11901 Broadway, Alden, NY 14004
ALDEN VILLAGE OF, Village Clerk, 13336 Broadway, Alden, NY 14004
AMHERST CENTRAL SCHOOL DISTRICT, Business Manager, 4301 Main St., Amherst, NY 14226
AMHERST TOWN OF, Highway Superintendent, Town Hall, 5583 Main St., Williamsville, NY 14221
AMHERST TOWN OF, Town Supervisor, Town Hall, 5583 Main St., Williamsville, NY 14221
ANGOLA VILLAGE OF, Clerk-Treasurer, 41 Commercial St., Angola, NY 14006
AURORA TOWN OF, Town Clerk, Town Hall, 5 S. Grove St., E. Aurora, NY 14052
BLASDELL VILLAGE OF, Clerk-Treasurer, 121 Miriam St., Blasdell, NY 14219
BOCES, ERIE #1, Clifford N Crooks Svc. Ctr., 355 Harlem Rd. West Seneca NY 14224-1892
BOCES, ERIE CATTARAUGUS #2, Assistant Superintendent, 3340 Baker Rd., Orchard Park, NY 14127
BOSTON TOWN OF, Town Clerk, Town Hall, 8500 Boston State Rd., Boston, NY 14025
BRANT TOWN OF, Town Clerk, Town Hall, Brant North Collins Rd., Brant, NY 14027
BUFFALO BOARD OF EDUCATION, Purchasing Agent, 408 City Hall, Buffalo, NY 14202
BUFFALO CITY OF, Division of Purchasing, 1901 City Hall, Buffalo, NY 14202
BUFFALO SEWER AUTHORITY, General Manager, 1038 City Hall, Buffalo, NY 14202-3378
CHEEKTOWAGA CENTRAL SCHOOL DISTRICT, 3600 Union Rd., Cheektowaga, NY 14225
CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT, District Clerk, 1050 Maryvale Dr., Cheektowaga, NY 14225-2386
CHEEKTOWAGA-SLOAN UNION FREE SCHOOL DISTRICT, District Clerk, 166 Halstead Ave., Sloan, NY 14212-2295
CHEEKTOWAGA TOWN OF, Town Hall, Broadway & Union Rds., Cheektowaga, NY 14227
CLARENCE CENTRAL SCHOOL DISTRICT, Business Administrator, 9625 Main St., Clarence, NY 14031-2083
CLARENCE TOWN OF, Town Clerk, 1 Town Place, Clarence, NY 14031
CLEVELAND HILL FIRE DISTRICT NO. 6, Secretary, 440 Cleveland Dr., Cheektowaga, NY 14225
CLEVELAND HILL U.F.S.D. @ CHEEKTOWAGA, Business Manager, 105 Mapleview Dr., Cheektowaga, NY 14225

EXHIBIT B PAGE 2

COLDEN TOWN OF, Deputy Town Clerk, Town Hall, S-8812 State Rd., Colden, NY 14033
COLLINS TOWN OF, Supervisor, Town Hall, P.O. Box 420, Collins, NY 14035
CONCORD TOWN OF, Town Clerk, Town Hall, Springville, NY 14141-0187
DEPEW UNION FREE SCHOOL DISTRICT, District Clerk, 591 Terrace Blvd., Depew, NY 14043
DEPEW VILLAGE OF, Village Clerk, Municipal Building, 85 Manitou St., Depew, NY 14043
EAST AURORA VILLAGE OF, Village Clerk, Village Hall, 571 Main St., East Aurora, NY 14052
EDEN TOWN OF, Town Clerk, 2795 East Church St., Eden, NY 14057
EGGERTSVILLE FIRE DISTRICT, Secretary/Treasurer, 1880 Eggert Rd., Eggertsville, NY 14226-2233
ELLWOOD FIRE DISTRICT #1, Secretary, Town of Tonawanda, 1000 Englewood Ave., Kenmore, NY 14223
ELMA TOWN OF, Town Clerk, Town Hall, 1600 Bowen Rd., Elma, NY 14059
ERIE COUNTY WATER AUTHORITY, Central Processing, 3030 Union Rd., Buffalo, NY 14227
EVANS TOWN OF, Town Clerk, 42 N. Main St., Angola, NY 14006
FARNHAM VILLAGE OF, Village Clerk-Treasurer, 526 Commercial St., Farnham, NY 14061
FORKS FIRE DISTRICT #3, Commissioner, Town Cheektowaga, 3330 Broadway, Cheektowaga, NY 14227
GOWANDA VILLAGE OF, Clerk/Treasurer, 27 East Main St., Gowanda, NY 14070
GRAND ISLAND CENTRAL SCHOOL DISTRICT, District Clerk, 1100 Ransom Rd., Grand Island, NY 14072
GRAND ISLAND TOWN OF, Town Clerk, 2255 Baseline Rd., Grand Island, NY 14072
HAMBURG TOWN OF, Town Clerk, S-6100 S. Park Ave., Hamburg, NY 14075
HAMBURG VILLAGE OF, Village Clerk/Treasurer, 100 Main St., Hamburg, NY 14075
HOLLAND FIRE DISTRICT #1, Town of Holland, Holland, NY 14080
HOLLAND TOWN OF, Town Clerk, 47 Pearl St., Holland, NY 14080
HOPEVALE UNION FREE SCHOOL DISTRICT, District Clerk, 3780 Howard Rd., Hamburg, NY 14075
IROQUOIS CENTRAL SCHOOL DISTRICT, Girdle Rd., Elma, NY 14059
KENILWORTH FIRE DISTRICT #2, Commissioner, Tn. Tonawanda, 84 Hawthorne Ave., Buffalo, NY 14223
KENMORE-TN OF TONAWANDA UNION FREE SCHOOL DISTRICT, District Clerk, 1500 Colvin Blvd., Buffalo NY 14223
KENMORE VILLAGE OF, Village Clerk-Treasurer, Municipal Building, Kenmore, NY 14217
LACKAWANNA CITY OF, City Clerk, Lackawanna City Hall, 714 Ridge Rd., Lackawanna, NY 14218
LAKE VIEW FIRE DISTRICT, Fire Commissioner, Lakeview & Burke Roads, Lake View, NY 14085
LANCASTER TOWN OF, Town Clerk, 21 Central Avenue, Lancaster, NY 14086
LANCASTER VILLAGE OF, Clerk-Treasurer, Municipal Building, 5423 Broadway, Lancaster, NY 14086
MARILLA TOWN OF, Marilla Town Hall, 1740 Two Rod Rd., Marilla, NY 14102
NEWSTEAD TOWN OF, Town Clerk, Town Hall, P.O. Box 227, Akron, NY 14001
NIAGARA FRONTIER TRANSPORTATION AUTHORITY, 181 Ellicott St., Buffalo, NY 14205
NORTH COLLINS TOWN OF, Town Clerk 2015 Spruce St., North Collins, NY 14111
NORTH COLLINS VILLAGE OF, Village Clerk, 10543 Main St., North Collins, NY 14111
ORCHARD PARK CENTRAL SCHOOL DISTRICT, Asst. Supt. Bus. & Support Svcs. 3330 Baker Rd., Orchard Park, NY 14127
ORCHARD PARK TOWN OF, Town Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
ORCHARD PARK VILLAGE OF, Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
SARDINIA TOWN OF, Town Clerk, Town Hall, Savage Rd., Sardinia, NY 14134
SHERIDAN PARK FIRE DISTRICT NO. 4, Secretary, 738 Sheridan Dr., Tonawanda, NY 14150
SLOAN VILLAGE OF, Clerk Treasurer, 425 Reiman St., Sloan, NY 14212
SNYDER VOL. FIRE DEPT., Fire Commissioner, 4531 Main Street, Snyder, NY 14226
SOUTH LINE FIRE DISTRICT #10, Fire Commissioner, 1049 S. French Rd., S. Cheektowaga, NY 14227
SOUTH WALES FIRE DISTRICT #1, Secretary/Treasurer, P.O. Box 94, South Wales, NY 14139
SPRING BROOK FIRE DISTRICT #1, Secretary, P.O. Box 97, Spring Brook, NY 14140
SPRINGVILLE VILLAGE OF, Clerk Treasurer, Village Office, 5 W. Main St., Springville, NY 14141
SWEET HOME CENTRAL SCHOOL DISTRICT, Director Finance & Plant Svcs., 1901 Sweet Home Rd., Amherst, NY 14228
TONAWANDA CITY OF, Mayor, 200 Niagara St., Tonawanda, NY 14150
TONAWANDA CITY OF, Superintendent, 150 Fillmore Avenue, Tonawanda, NY 14150
TONAWANDA CITY SCHOOL DISTRICT, District Clerk, 100 Hinds St., Tonawanda, NY 14150-1815
TONAWANDA TOWN OF, Town Clerk, Municipal Building, Kenmore, NY 14217
U-CREST FIRE DISTRICT #4, Fire Commissioner, 255 Clover Place, Cheektowaga, NY 14225
UNION FREE SCHOOL DISTRICT, Dist. Clerk, Tn. Tonawanda, 1500 Colvin Blvd., Kenmore, NY 14223
WALDEN FIRE DISTRICT #2, Fire Commissioner, 20 Pine Ridge Road, Cheektowaga, NY 14211
WALES TOWN OF, Town Clerk, Big Tree Rd., Wales Center, NY 14169
WEST SENECA CENTRAL SCHOOL DISTRICT, District Treasurer, 1397 Orchard Park Rd., West Seneca, NY 14224-4098
WEST SENECA FIRE DISTRICT #4, Fire Commissioner, 100 Lein Rd., West Seneca, NY 14224
WEST SENECA FIRE DISTRICT #5, Fire Commissioner, 2801 Seneca St., West Seneca, NY 14224
WEST SENECA TOWN OF, Town Clerk, 1250 Union Road, West Seneca, NY 14224
WILLIAMSVILLE CENTRAL SCHOOL DISTRICT, District Clerk, 105 Casey Rd, PO Box 5000, East Amherst NY 14051
WILLIAMSVILLE VILLAGE OF, 5565 Main St., Williamsville, NY 14231-1557
WYOMING, COUNTY OF, Office of the Board of Supervisors, 143 N Main St., Warsaw, NY 14569



County of Erie
MARK C. POLONCARZ
COUNTY EXECUTIVE
DIVISION OF PURCHASE
CONSTRUCTION/RECONSTRUCTION CONTRACTS

1. DISCRIMINATION. The successful bidder agrees:

(a) that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

(b) that no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin;

(c) that there may be deducted from the amount payable to the contractor by the County of Erie under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) that this contract may be cancelled or terminated by the County of Erie and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and

(e) the aforesaid provisions of this section covering every contract for or on behalf of the County of Erie for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York. (N.Y. State Labor Law Article 8 Section 220-e)

(f) Provisions of the State Law Against Discrimination also prohibit discrimination in employment because of age.

2 CONSTRUCTION, RECONSTRUCTION, OR REPAIR CONTRACTS FOR PUBLIC WORKS FACILITIES are subject to minimum wage rates, as established by the State of New York Department of Labor. The successful bidder on any contract for public works to which the provisions of the New York State Labor Law Article 8 apply agrees that

(a) No laborer, workman or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. (Section 220, subd. 2, N.Y. State Labor Law)

(b) Each laborer, workman or mechanic employed by the contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the contract shall be paid not less than the hourly minimum rate of wage and provided supplements not less than the prevailing supplements as designated by the New York State Industrial Commission. (Section 220, subd. 3, N.Y. State Labor Law)

Wage and supplement rates are on file in the Division of Purchase.

3 AFFIRMATIVE ACTION PROGRAM AFFECTING CONSTRUCTION CONTRACTS. The Erie County Legislature has adopted a resolution directing that County Construction Contracts require the contractor to take affirmative action to secure equal opportunity for minority group workers and to comply with the Affirmative Action Program of the County of Erie. The Legislative resolution provides that a contract for the purchase of equipment involving installation work by building trade employees shall be considered a construction contract if the number of such employees on the job site shall at any time exceed ten (10). If the contractor intends to have more than ten (10) such employees on the job site at any one time, it shall be the contractor's obligation to make a written request to the Director of the Division of Purchase for a copy of the special conditions pertaining to affirmative action. The contractor shall not, at any time, place more than ten (10) such employees on the job site except in compliance with the said resolution and the said special conditions.

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NY 14202 (716) 858-6395



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

MBE/WBE COMMITMENT

The Erie County Legislature enacted Local Law No. 5 requiring a minority and women-owned business utilization commitment by persons or firms contracting with the County of Erie for supplies, materials, equipment, and insurance

SECTION 1.

A. The supplier of all purchase contracts involving an expenditure of more than \$15,000.00 shall take affirmative action to utilize bona fide minority business enterprises (MBE) and women business enterprises (WBE) on all contracts with the County. Affirmative action shall include, but not limited to:

1. Utilizing a source list of MBEs and WBEs; and
2. Solicitation of bids from MBEs and WBEs; and
3. Providing MBEs and WBEs sufficient time to submit proposals in response to solicitations; and
4. Maintaining records showing utilization of MBEs and/or WBEs specific efforts to identify and utilize these companies; and
5. A goal of awarding at least ten percent (10%) of the total dollar value of the contract to MBEs and at least two percent (2%) of the total dollar value of the contract to WBEs or, for those contracts governed by federal or state regulations with respect to MBE and/or WBE hiring the prevailing percentage set forth therein, whichever is higher, subject to waiver as provided below.

B. All bidders must submit, with a bid, a list of all MBEs and WBEs from whom the supplier has solicited bids, or with whom the supplier has signed a binding contractual agreement, or with whom the contractor is presently negotiating an agreement, for the purpose of meeting the MBE and WBE utilization goals provided in subdivision (A) (5) above. A supplier's bid shall not be considered where the supplier fails to submit a list as provided for herein. A supplier's bid shall not be considered where examination of said list of MBEs and WBEs evidences failure by the supplier to comply with the affirmative action requirements provided herein, except that the County may, upon written request by the supplier, grant a complete or partial waiver of the provisions of subdivision (A) (5) where the availability of MBEs and/or WBEs in the market area of the contract is less than the ten percent (10%) MBE goal and two percent (2%) WBE goal.

C. As evidence of compliance with the goals set forth in subdivision (A) (5) above, the supplier shall submit to the Director or Purchasing, at the bid opening, a schedule for MBE and WBE participation listing the MBEs and WBEs with whom the supplier intends to utilize; specifying the agreed upon price to be paid for such goods and identifying in detail the contract item or items to be supplied by each MBE and WBE. A copy of the participating schedule will be forwarded to the Division of E.E.O. from the Division of Purchasing. Contingent upon a contract award, a letter of intent to enter into a purchase agreement, signed by both the supplier and the MBE and WBE (unless a waiver is requested in one of those categories), indicating the agreed upon price and scope of work, shall be provided.

D. As evidence of compliance with the goals set forth in subdivision (A) (5) above, the supplier shall provide to the County Division of E.E.O., copies of all the subcontracts and/or purchase agreements with the MBEs and WBEs within fifteen (15) days of contract award.

E. For the purpose of this section, the term "minority business enterprise" shall mean a business which performs a commercially useful function, at least fifty-one percent (51%) of which is owned by minority group members or, in the case of a publicly-owned business, at least fifty-one percent (51%) of all stock is owned by minority group members. Such ownership shall be certified by the County Division of E.E.O.

For the purposes of this paragraph, "minority group members" are citizens of the United States who are African-American, Hispanic, Asian-American and American-Indian.

F. For the purposes of this section, the term "women-owned business enterprise" shall mean a business which performs a commercially useful function, at least fifty-one percent (51%) of which is owned by a woman or women or, in the case of publicly-owned business, at least fifty-one percent (51%) of all stock is owned by a woman or women. Such ownership shall be certified by the County Division of E.E.O.

NOTE:

It is the prime vendor's responsibility to obtain MBE/WBE vendors and NOT the County of Erie. However, some vendors may be obtained from:

Director
Erie County Division of E.E.O.
95 Franklin Street
6TH Floor
Buffalo, NY 14202
(716) 858-7542

BID WILL NOT BE CONSIDERED IF THIS FORM IS NOT SUBMITTED WITH BID AS REQUIRED, REGARDLESS OF THE BID AMOUNT.

BID NO.: 212290-002
BID DATE: 8/13/2012

ERIE COUNTY MINORITY/ WOMEN BUSINESS ENTERPRISE UTILIZATION REPORT - PART A

COMPANY: SAM HAYES, LLC

AUTHORIZED REPRESENTATIVE:

ADDRESS: 174 ANDERSON PLACE, SUDBURY, NY 14222

TELEPHONE NUMBER: (716) 955-9273

BID NAME:

I. List actions taken to identify, solicit, and contact Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) to bid on subcontracts for this project.

1. Fax Solicitations
2. Bid Invitations
3. Whatever necessary to fulfill requirements
- 4.
- 5.
- 6.

II. List all bona fide Minority/Women Business Enterprise subcontractors and suppliers solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the County of Erie. (Attach additional sheets if necessary.)

MBE/WBE OWNED FIRMS

SUPPLY/SERVICE AMOUNT OF
PROPOSAL

PRIOR
CERTIFICATION

CONTRACT
EXECUTED

REASON IF
CONTRACT
NOT
AWARDED

Name: Pyramid Masonry

YES _____

Address: PO BOX 194

NO _____

West Seneca, NY 14224

Telephone No. ^{File} 866-0782

IRS # 20-0577448

Name: Guis Wambler

YES _____

Address: 4695 Shuster Rd

NO _____

Albion, NY 14031

Telephone No. 716-759-4000

IRS # _____

MBE/WBE OWNED FIRMS

SUPPLY/SERVICE AMOUNT OF

PRIOR

CONTRACT REASON IF

PROPOSAL

CERTIFICATION

EXECUTED

CONTRACT
NOT
AWARDED

Name: 84 lumber

Address: 2286 Military Rd.

TONAWANDA, NY 14150

Telephone No. 716-695-3784

IRS # _____

YES _____

NO _____

Name: Sanders Construction

Address: PO BOX 814

BUFFALO, NY 14240

Telephone No. 716-893 1470

IRS # _____

YES _____

NO _____

Name: ZISKE KRAFT MACHS

Address: 92 COOPER AVE.

TONAWANDA, NY 14150

Telephone No. 716-876-9000

IRS # 116-13855161

YES _____

NO _____

III. Total Dollar Amount to be subcontracted to
Minority Business Enterprise(s) \$
Women Business Enterprise(s) \$

IV. Total Amount of Bid \$

V. MBE Percent (%) of project bid %
WBE Percent (%) of project bid %

VI. YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE
AND DOCUMENTS, INCLUDING RETURN RECEIPTS.

[Signature]
SIGNATURE OF AUTHORIZED REPRESENTATIVE

8-13-12
DATE

(01/09)

* WILL MEET REQUIREMENTS AS
REQUIRED BASED OF PROJECT

MBE/WBE UTILIZATION REPORT - PART B

FINAL CERTIFICATION OF EXPENDITURES TO MBEs/WBEs

(To be completed by the prime vendor and submitted to the
Erie County Division of E.E.O. when contract is complete)

Erie County reserves the right to require documentation, including,
but not limited to, cancelled checks to verify these amounts.

VENDOR: _____ BID NO. _____

MBE

TOTAL AMOUNT EXPENDED

WBE

TOTAL OF ALL MBE SUBCONTRACTS

\$ _____

TOTAL OF ALL WOMEN SUBCONTRACTS

\$ _____

AMOUNT OF CONTRACT (PRIME)

\$ _____

FINAL MBE PERCENTAGE

\$ _____

FINAL WBE PERCENTAGE

\$ _____

I _____, as an official representative of _____, do hereby certify that the
information listed above is correct and complete.

SIGNATURE

TITLE

DATE

MAIL TO: Erie County Division of E.E.O.
95 Franklin Street
6th Floor
Buffalo, NY 14202

WAIVER RECOMMENDATION

COMPANY: _____

ADDRESS: _____

TELEPHONE NUMBER: (_____) _____ BID NO.: _____

1. Vendor has made a good faith effort to subcontract on this bid for which minority/women's business enterprises bids could be solicited; and

2. The total percentage of the bid which could be subcontracted for which minority business enterprises bids could be solicited is less than 10% for MBEs and/or 2% WBEs.

A waiver as provided for by Erie County Local Law, is hereby requested on the grounds that there are no/insufficient (circle the appropriate term) minority/women's business enterprises in the market area of this bid.

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

(Use additional sheets if necessary.)

If a partial waiver is granted, the Vendor will make a good faith effort to meet the reduced goal.

DATE _____

SIGNATURE OF AUTHORIZED
COMPANY REPRESENTATIVE _____

Granted in Whole: _____

Granted in Part: _____

Comments:

DIRECTOR OF E.E.O.

DATE _____

COUNTY OF ERIE
STANDARD INSURANCE REQUIREMENTS

Vendor Insurance Classification A: Contracts Involving Construction or Maintenance

1. The contractor shall obtain, at his own cost and expense, the following insurance coverages with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on the County of Erie Standard Insurance Certificate.

- A. Commercial General Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$2,000,000 Products – Completed Operation Aggregate. The coverage shall include:
 - Premises and Operations
 - Products and Completed Operations
 - Independent Contractors
 - Blanket Broad Form Contractual Liability (sufficient to cover all liability assumed under contracts with the County of Erie)
 - Broad Form Property Damage
 - Explosion, Collapse and Underground Hazards (x, c, u) must NOT be excluded
- B. Automobile Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 each occurrence. The coverage shall include Owned, Hired, and Non-Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policy).
- C. Excess "Umbrella" Liability - with a minimum limit of \$5,000,000 each occurrence / \$5,000,000 aggregate.
- D. Worker's Compensation and Employer's Liability - providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York (Form C-105.2).
- E. Disability Benefits - providing statutory coverage in compliance with the New York State Disability Benefits Law (Forms DB-120.1 or DB-155).

Failure to maintain coverage herein shall constitute a material breach of this contract and the Contractor shall suspend all work immediately upon such lapse in coverage.

2. Commercial General Liability, Automobile Liability and Excess "Umbrella" Liability shall name the County of Erie and any Board, Bureau, Commission or Agency thereof as additional insureds on ISO Form CG 2010 1185 Edition. Coverage should be provided on a primary and non-contributory bases. Designated Construction Project General Aggregate Limit Per Person Endorsement CG 2503 is required. Waiver of Subrogation is required on all lines in favor of Erie County.

3. All policies in which the County of Erie is named as an additional insured shall provide that:

- A. The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premiums or for assessments under any form of policy.
- B. The insurance shall apply separately to each insured (except with respect to the limit of the liability).

4. Prior to cancellation, non-renewal or material change of the above policies, at least forty-five (45) days advance written notice shall be given to the County of Erie, Department of Law, 95 Franklin Street, Room 1634, Buffalo, N.Y. 14202, and the Agency requesting the certificate.

5. All certificates of insurance shall be approved by the Erie County Department of Law prior to the inception of any work.

6. The "ACCORD" form certificate may be used in place of the Erie County Standard Insurance Certificate, provided that all of the requirements set forth in the instructions for the Erie County Standard Insurance Certificate are incorporated into the "ACCORD" form certificate.

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment

CERTIFICATES OF INSURANCE

A Shall be made to the "County of Erie 95 Franklin St. Buffalo NY, 14202"

B. Coverage must comply with all specifications of the contract

C Must be executed by an insurance company, agency or broker which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached

III Forward the completed certificate to County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase lease or service.

IV Minimum coverage with limits are as follows

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concessionaires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
C.U. (explosion collapse Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
& Employer's Liability							
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County, To Be Named Add'l Insd.	Gen Liab. Auto Liab. & Excess	Broad Form Vendors May Be Required	Gen Liab. Auto Liab. & Excess	Gen Liab. Auto Liab. & Excess	Gen Liab. Auto Liab. & Excess	Gen Liab. Auto Liab. & Excess	Gen Liab. Auto Liab. & Excess

V. Construction contracts require excess Umbrella Liability limits of \$5,000,000

VI Coverage must be provided on a primary-non contributory bases

VII Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required

In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required

IX Waiver of Subrogation Required on all lines unless noted

X Transportation of people in buses vans or station wagons requires \$5,000,000 excess liability

XI Workers Compensation, State Workers' Compensation / Disability Benefits Law
Use Applicable Certificates Below

Workers Compensation Forms

CE 200	Exemption
C105 2	Commercial Insurer
SI 12	Self Insurer
GSI-105 2	Group Self Insured
U-26 3	New York State Insurance Fund

DBL (Disability Benefits Law) Forms

CE-200	Exemption
DB-120 1	Insurers
DB 155	Self Insured

XII The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	LoVullo Associates, Inc. 6450 Transit Road Depew, NY 14043	CONTACT NAME Lawley Service Inc PHONE (A/C No. Ext): (716) 849-8618 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A FIRST MERCURY INSURANCE CO. NAIC # 10657 INSURER B NATIONAL UNION FIRE INSURANCE CO. 19445 INSURER C INSURER D INSURER E INSURER F
INSURED	SM Hayes LLC 174 Anderson Place Buffalo, NY 14222	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X X	MACGL0000011982-01	06/01/2012	06/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMPOUND AGG \$ 2,000,000
	COMMERCIAL GENERAL LIABILITY	C AIMS-MADE X OCCUR				
	Hired & Non-Owned Auto Liab					
	GENERAL AGGREGATE LIMIT APPLIES PER:					
	POLICY X PRO	LOG				
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO					
	ALL OWNED AUTOS	SCHEDULED AUTOS				
	Hired AUTOS	NON-OWNED AUTOS				
B	UMBRELLA LIAB	X OCCUR	BE016433904	06/01/2012	06/01/2013	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DED	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N N/A				WC STATUS: I OTH: LR E.L. EACH ACCIDENT \$ E.L. DISEASE - LA EMPLOYEES \$ E.L. DISEASE - POLICY LIMIT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/VEHICLE EXCLUDED? (Mandatory in NH)					
	If yes, describe under DESCRIPTION OF OPERATIONS below					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is listed as additional insured as required by written contract. Waiver of subrogation applies as required by written contract. Excess follows form over primary policy.

CERTIFICATE HOLDER

CANCELLATION

County of Erie Department of Law 95 Franklin St Rm 1634 Buffalo, NY 14202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

AGENCY CUSTOMER ID: 937240

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Lawley Service Inc		NAMED INSURED SM Hayes LLC 174 Anderson Place Buffalo, NY 14222	
POLICY NUMBER (see below)			
CARRIER (see below)	NAIC CODE (see below)	EFFECTIVE DATE (see below)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25(2010/05) FORM TITLE: Certificate of Liability Insurance

Carrier Name	NAIC #	Policy #	Policy Eff	Policy Exp
A: First Mercury Insurance Co.	10657	MACGL0000011982-	06/01/2012	06/01/2013
		-01		
B: National Union Fire Insurance Co. of Pittsburgh, Pa.	19445	BE016433904	06/01/2012	06/01/2013

This Section Intentionally Left Blank



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2012 1:38 PM

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

GEICO Insurance Agency, Inc.
1 GEICO Blvd
Fredericksburg, VA 22412

CONTACT NAME
GEICO Insurance Agency, Inc.

PHONE

(A/C No. Ext.)

FAC

(A/C No.)

E-MAIL

ADDRESS

INSURED

SM HAYES, LLC
174 ANDERSON PL
BUFFALO, NY 14222

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A NATIONAL LIABILITY & FIRE INSURANCE

20052

INSURER B

INSURER C

INSURER D

INSURER E

INSURER F

COVERAGES

CERTIFICATE NUMBER:

97.889

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	COMMERCIAL GENERAL LIABILITY						
	CLAIMS MADE						
	OCCLUR						
	GEN'L AGGREGATE L MIT APPLIES PER						
	POLICY						
	PRO						
	ECT						
	LOC						
	AUTOMOBILE AUTHORITY						
	ANY AUTO						
	UNLICENSED AUTOS						
	SCHEDULED AUTOS						
	UNLICENSED AUTOS						
	THIRD PARTY						
	UMBRELLA LIAB						
	EXCESS LAB						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR, PARTNER, EXECUTIVE						
	OFFICER MEMBER EXCLUDED?						
	(Mandatory in NH)						
	Yes describe under						
	DESCRIPTION OF OPERATIONS Below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is named as Additional Insured on this policy.

Year, Make, Model, VIN

2000 CHEVROLET 3500 1GCHC33JXYF417747

2004 UNITED CARGO TRAILER 48BTE16214B037362

2012 QUIST TRAILER 5LEBC1623C1126810

Location

Spec. Cause

Station

Phys. Dam

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

CERTIFICATE HOLDER

COUNTY OF ERIE
95 FRANKLIN STREET
BUFFALO, NY 14202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (10/10/05)

M 5652 (11/2011)

The ACORD name and logo are registered marks of ACORD

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 3

POLICY NUMBER 73 APG 041633 - 01	POLICY CHANGE EFFECTIVE 8/22/2012 11:53:00 AM	COMPANY National Liability & Fire Insurance Company
NAMED INSURED SM HAYES, LLC		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED See Attached Pages.		
CHANGES See Attached Pages.		

Prorate: 0.296
Additional Premium: 15
Return Premium:

IL 12 01 11 85

Copyright Insurance Services Office Inc. 1983
Copyright ISO Commercial Risk Services Inc. 1983

Authorized Representative Signature

08/22/2012 13 09 1930DEBA-754B-4E01-834B-8B926DB1BD66

Policy Number: 73 APG 041633 - 01
Endorsement # 3

In consideration of additional premium shown below, the M 3745a(06/2009) Additional Insured Endorsement,

The following endorsements and forms are attached and become part of the policy:
M 3745a 06/2009 Additional Insured Endorsement

Action	Additional Insured	Premium		
		Old	New	AR
A	COUNTY OF ERIE 95 FRANKLIN STREET BUFFALO, NY 14202		50	15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

M-3745a (06/2009)

ADDITIONAL INSURED ENDORSEMENT

In consideration of payment of the additional premium listed below, LIABILITY COVERAGE is extended to include the additional insured named herein, provided that:

- 1) such insurance applies only to the ownership, maintenance or use of a covered auto, and
- 2) such insurance applies only to acts or omissions by you, your agents or your "employees" while such covered auto is being used in your business, and
- 3) such insurance does not apply to the acts or omissions of the additional insured or any of the additional insured's agents or "employees" other than you, and
- 4) such inclusion of additional insured shall not increase our limit of liability under this policy

ADDITIONAL INSURED
COUNTY OF ERIE

95 FRANKLIN STREET

BUFFALO, NY 14202

All other terms, conditions and agreements remain unchanged

Additional Premium \$ 15

Company Name National Liability & Fire Insurance Company	Policy Number 73 APG 041633 - 01
	Endorsement Effective 08/22/2012 11:53 AM
Named Insured SM HAYES, LLC	Countersigned by (Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 4

POLICY NUMBER 73 APG 041633 - 01	POLICY CHANGE EFFECTIVE 8/22/2012 11:56:00 AM	COMPANY National Liability & Fire Insurance Company
NAMED INSURED SM HAYES, LLC		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED See Attached Pages.		
<p style="text-align: center;">CHANGES</p> <p style="text-align: center;">See Attached Pages.</p> <p style="text-align: center;">Prorate: 0 296 Additional Premium: 303 Return Premium:</p>		

IL 12 01 11 85

Copyright Insurance Services Office Inc 1983
Copyright ISO Commercial Risk Services Inc 1983

Authorized Representative Signature

08/22/2012 13 29 7489F155-A291-4CD5-8505-68BD4C2D925E

Policy Number: 73 APG 041633 - 01
 Endorsement # 4

In consideration of an additional premium shown below, the following coverage has been MODIFIED on the policy and hereby modify the Declarations page - NLF
 5273 (06/2007)

Coverage	Old Limit	New Limit	Coverage	Old Limit	New Limit
Liability	25 000/50 000/25 000	1 500 330			

The following endorsements and forms are removed from the policy:
 M 5174 08/2004 Split Liability Limits

Veh #	Year	Make	Model	VIN	Use	Liab	UM	Med Pay	PIP	OBEL
1	2000	CHEVROLET	3500	1GCHC33J4YF417747	C	736			407	
2	2004	UNITED	CARGO TRAILER	48BTE16214B937362	C	46			24	
3	2012	QU ST	TRAILER	5LEBC1623C1126810	C	46			24	

Veh #	Liab	UM	New Annual Premium	PIP	Med Pay	OBEL	Liab	UM	Prorated Premium	PIP	Med Pay	OBEL	Subtotal by Vehicle
1	1 644			407		L	259						269
2	104			24			17						17
3	104			24			17						17
						Subtotal	103						



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

225 OAK STREET, BUFFALO, NEW YORK 14203-1685
Phone (716) 851-2213

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 264712428
S.M. HAYES LLC
174 ANDERSON PL
BUFFALO NY 14222

POLICYHOLDER
S.M. HAYES LLC
174 ANDERSON PL
BUFFALO NY 14222

CERTIFICATE HOLDER
COUNTY OF ERIE
C/O DEPT OF LAW
95 FRANKLIN ST RM 1634
BUFFALO NY 14202

POLICY NUMBER
B 2147 800-3

CERTIFICATE NUMBER
176790

PERIOD COVERED BY THIS CERTIFICATE
09/01/2012 TO 06/02/2013

DATE
8/21/2012

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO 2147 800-3 UNTIL 06/02/2013, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 06/02/2013 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION.

THE POLICY INCLUDES A NEW YORK STATE INSURANCE FUND WAIVER OF SUBROGATION ENDORSEMENT IN FAVOR OF THE ABOVE NAMED CERTIFICATE HOLDER.

THIS POLICY AFFORDS COVERAGE TO THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

JEFFREY B HAYES- LLC MEMBER
TO BE INCLUDED ON POLICY

(NOTE: STARTING DATE OF PERIOD COVERED BY CERTIFICATE IS THE SAME DATE WAIVER TAKES EFFECT.)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.



NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790
VALIDATION NUMBER: 1038348907

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name and Address of Insured (Use street address only)</p> <p>S. M. Hayes, LLC 174 Anderson Place Buffalo, NY 14222</p>	<p>1b. Business Telephone Number of Insured 716-955-9273</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 26-4712428</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>County of Erie Department of Law 95 Franklin Street, Rm. 1634 Buffalo, NY 14202</p>	<p>3a. Name of Insurance Carrier Hartford</p> <p>3b. Policy Number of entity listed in box "1a", unassigned</p> <p>3c. Policy effective period: 8/1/12 to 8/1/13</p>

4. Policy covers:

- a. ☒ All of the employer's employees eligible under the New York Disability Benefits Law
- b. ☐ Only the following class or classes of the employer's employees.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 8-22-2012

By



(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 716-849-8618

Title Managing Partner

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

State Of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed

By

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number

Title

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". *This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c"*

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.